the instrument is void on its face. (Though this case is decided in the Federal Court, it is decided in accordance with the state law of Mississippi, and it is the point of state law which is here under consideration.)

The general rule of equity is that a court of equity will not entertain a suit to remove a cloud on title, cast by an instrument void on its face. *Washburn v. Burnham,* 63 N. Y. 132; *Patterson v. Simpson,* 145 Ala. 685. But there are some courts which hold contra to this, even though the deed is void on its face. See *Bishop v. Moorman,* 98 Ind. 1; 3 *Pomeroy's Equity,* sec. 1399; *Day Co. v. State,* 68 Tex. 527; *Mount v. McAulay,* 83 Pa. 529. Many courts hold, under statutes, that a bill will lie to remove a cloud on title, even though the instrument or deed be void on its face. *Kittle v. Bellegarde,* 86 Cal. 556; *Simmons v. Carlton,* 44 Fla. 719. So, too, if the deed is made a *prima facie* case for defendant, by an Act, though the deed is void on its face. *Scott v. Onderdonk,* 14 N. Y. 9.

EVIDENCE—PAROL—WRITTEN CONTRACT.—RUTHERFORD V. HOLBERT. 142 PAC. (OKLA.) 1099. When a written contract of sale has an express condition precedent, *held,* other conditions precedent may be shown by parol evidence.

The earliest case we have establishing that the terms of a written contract may not be varied by parol evidence is that of a sealed instrument. *Bresslau,* 546: "There is therefore no counterproof allowable against the statements of fact in a sealed document." This doctrine soon spread, until in 41 Edw. III, as Justice Holmes (Common Law, p. 262) says, "If a man said he was bound, he *was* bound." (Of course evidence of fraud was admissible; in 1371 (Y. B. 44 Ass. 30) a man escaped liability on a sealed instrument by showing that it had been incorrectly read to him.) This is the law to-day, of contracts in general. *Tripp v. Smith,* 168 N. Y. 655; *Merrigan v. Hall,* 175 Mass. 508; *Tuttle v. Burgett,* 53 Ohio St. 498; *Booth v. Hosckins,* 75 Cal. 271; as well as of contracts of sale; *New Idea Pattern Co. v. Whelan,* 75 Conn. 455; *Tichenor v. Newman,* 186 Ill. 264; *Fry v. National Glass Co.,* 207 Pa. St. 505. However, the distinction between integral parts of a contract and conditions precedent to the existence of a contract should be noted carefully. This was recognized as early as 1292. *Anon.* Yr. Bk. 20 Edw. I. 258 (Horwood's Ed.), in which evidence was admitted as showing that a claimant to land under a written contract had not satisfied an oral condition precedent made at the time of writing. Some jurisdictions have not appreciated the importance of the distinction. *Findley v. Means,* 71 Ark. 289; *Chattanooga, Rome and Columbus R. R. Co. v. Warthen,* 98 Ga. 599; *Beard v. Boylan,* 59 Conn. 181. But we find that the principal case is in accord with the majority of holdings on this point. *Pym v. Campbell,* 6 E. & B. 370; *Wilson v. Powers,* 131 Mass. 539; *Musser v. Musser,* 92 Neb. 387; *Alexander v. Righter,* 240 Pa. 22.

GAMBLING SLOT MACHINES—SUMMARY SEIZURE AS A MEASURE OF PREVENTATIVE JUSTICE.—SOPER ET AL. V. MICHAL, 91 ATL. (MD.) 684. In an action of replevin to recover from the police commissioners of Baltimore

ninety-eight "slot machines" and other apparatus, all of them devices adapted to gambling purposes and some "at the time of seizure . . . susceptible of no other use," *held*, that a police officer cannot as a measure of preventative justice, seize summarily articles adapted to an illegal use, unless the owner be under criminal prosecution or accusation in connection therewith.

Summary seizure of goods adapted to an illegal use has been unhesitatingly sustained for use as evidence in a criminal prosecution. *Kneeland v. Connally*, 70 Ga. 424; *People v. Hess*, 85 Mich. 128. It has also been upheld under statutory authorization as an incident to criminal proceedings for the suppression of certain crimes. *Woods v. Cottrell*, 55 W. Va. 476; *Early v. People*, 117 Ill. App. 608. It is sometimes sustained purely as a measure of preventative justice. *State v. O'Neill*, 58 Vt. 163 (intoxicating liquors); *Police Commissioners v. Wagner*, 93 Md. 190 (slot machines); *Lawton v. Steele*, 152 U. S. 133 (fishing nets unlawfully employed); *Osborn v. Charlevoix Circuit Judge*, 114 Mich. 655 (fishing net). Some courts have proceeded upon the theory of goods *mala in se*, from which the law withholds all protection. *Spalding v. Preston*, 21 Vt. 9 (counterfeit money); *Robertson v. Porter*, 1 Ga. App. 223 (gambling apparatus which could not conceivably be used for any lawful purpose). Goods of doubtful criminality may never be seized summarily upon the two grounds last mentioned. *Wagner v. Upshur*, 95 Md. 519. Evidence which uncontradicted would amount to proof must be forthcoming prior to the seizure. *Mason v. Lothrop*, 7 Gray (Mass.) 354. A statutory requirement of less than this would be an unconstitutional deprivation of property without due process of law. *Darst v. People*, 51 Ill. 286. If goods are summarily seized in doubtful cases, it is no defense to show the actual guilt of the plaintiff in replevin. *Wagner v. Upshur, supra; Averill v. Chadwick*, 153 Mass. 171. The principal case is within the severe language of *Spalding v. Preston* and *Robertson v. Porter, supra*. It is distinguished, however, by one important fact, the absence of any evidence of the owner's actual or intended breach of any law. The cases cited establish the necessity that the goods seized be obviously and intrinsically adapted to an unlawful purpose. The principal case adds, consistently and properly, with a view to the protection of an innocent proprietor, that this is not enough, without evidence that the person upon whom the loss is to fall is privy to the illegal practice.

INSURANCE—ACCIDENT—DEATH INDUCED BY MENTAL SHOCK.—INTERNATIONAL TRAVELERS' ASS'N. V. BRANUM, 169 S. W. (TEX.) 389.—*Held*, that death from apoplexy caused from the shock and excitement of seeing a helpless man accidentally burned to death is a death caused by accidental means within the terms of an accident certificate, and not from disease.

An accident has been defined as an event taking place without expectation or foresight. *Schmid v. Indiana Travelers' Acc. Ass'n.*, 42 Ind. App. 483; *U. S. Mut. Acc. Ass'n. v. Barry*, 131 U. S. 100; *Ludwig v. Preferred Acc. Ins. Co. of N. Y.*, 113 Minn. 510. It must be without the aid and design of the person. *Paul v. Travelers' Ins. Co.*, 112 N. Y. 472; *N. W. Com. Travelers Ass'n. v. London Guarantee & Acc. Co.*, 10 Mani-